

PREAMBLE

This Agreement made and entered into in East Hanover, New Jersey, this ^{19TH} ~~Second~~ day of February, 1987, by and between the Township of East Hanover, County of Morris, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "TOWNSHIP" or "EMPLOYER"), and East Hanover Policeman's Benevolent Association Local 227 (hereinafter referred to as "P.B.A. LOCAL 227"), represents the complete and final understanding on all bargainable issues between the TOWNSHIP and P.B.A. LOCAL 227 and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and such of its employees who are covered by ARTICLE I, SECTION A, in order that more efficient and progressive public service may be rendered.

WITNESSETH

WHEREAS, the TOWNSHIP and P.B.A. Local 227 recognize and declare that providing quality police protection for the TOWNSHIP is their mutual aim; and

WHEREAS, the TOWNSHIP has negotiated with duly authorized representatives of P.B.A. LOCAL 227, as the representatives of employees hereinafter designated with respect to the terms and conditions of employment of said employees; and

WHEREAS' the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

BARRY J. SQUIER - RETIRED 1/1/1989
BRIAN E. FARLEY - RETIRED 9/1/1989

LIFE INSURANCE BENEFIT - 3X ANNUAL
SALARY - ARTICLE XI SECTION A SUBSECTION 5(a)
BENEFIT CONTINUES UNTIL DEATH
AFTER RETIREMENT ARTICLE XI SECTION A
SUBSECTION 6(a)

NO REDUCTION IN BENEFIT
FOR AGE.

ARTICLE I

RECOGNITION OF NEGOTIATING UNIT

SECTION A

The EMPLOYER hereby recognizes P.B.A. LOCAL 227 as the sole and exclusive negotiating agent for all members presently and hereafter employed by East Hanover Township, including all present and future classifications, titles, and/or positions, within the Police Department.

SECTION B

Unless otherwise indicated, the term "EMPLOYEE", "OFFICER" or "MEMBER" when used hereinafter in this Agreement, shall refer to all employees represented by P.B.A. LOCAL 227 in the negotiating unit defined in ARTICLE I, SECTION A, and references to the masculine gender shall include the female gender.

SECTION C

The TOWNSHIP will continue its policy that there shall be no discrimination, intimidation, or coercion by the TOWNSHIP or any of its agents against any employee represented by P.B.A. LOCAL 227 because of membership or activity in said P.B.A. The P.B.A. shall not intimidate or coerce any employee into membership. Neither the TOWNSHIP nor P.B.A. LOCAL 227 shall discriminate against any employee because of race, color, creed, sex, national origin, political affiliation, or marital status.

ARTICLE II

GENERAL PROVISIONS

SECTION A

For the purposes herein, with the exception of ARTICLE X - VACATIONS, "completed years of service" for all grades and ranks above the grade of probationary patrolman is to mean and/or include:

(1) Personnel appointed full time members of the TOWNSHIP Police Department up to and including the first day of July of the calendar year appointed shall be considered full time members retroactive to the first day of January of that year. However, no retroactive pay shall be earned during any time served in a probationary status.

(2) Personnel appointed full time members of the TOWNSHIP Police Department after the first day of July of the calendar year appointed shall be considered full time members commencing the first day of January of the following year.

SECTION B

The following grades of patrolmen are hereby established and defined as follows:

- (1) Probationary -From date of appointment to the same date of the following year.
- (2) Grade V -From the completion of the probationary period to the completion of two (2) years of service.
- (3) Grade IV -From the completion of two (2) years of service to the completion of three (3) years of service.
- (4) Grade III -From the completion of three (3) years of service to the completion of four (4) years of service.
- (5) Grade II -From the completion of four (4) years of service to the completion of five (5) years of service.
- (6) Grade I - From the completion of five (5) years of service to retirement or promotion.

SECTION C

The status of each member with respect to vacation benefits shall be in accordance with the provisions of ARTICLE X, SECTION B.

ARTICLE III

HOURS AND OVERTIME

SECTION A

A fair and impartial work schedule shall be maintained. The Chief of Police is authorized to alter this schedule for the benefit of the TOWNSHIP Police Department should the need arise, but in no way will these alterations cause an increase in working hours over the schedule in effect as of November 1, 1971.

SECTION B

All employees working in excess of eight (8) hours in any twenty four (24) hour period or in excess of any regular approved work schedule shall be paid at one and one half (1-1/2) times the employee's hourly rate.

SECTION C

All required court appearances by employees on department business in excess of the normal tour of duty shall be paid at one and one half (1-1/2) times the employees hourly rate. All required court appearances by employees on department business that occur during the employee's off time or vacation shall be paid at one and one half (1-1/2) times the employee's hourly rate with a guaranteed minimum of two (2) hours pay at that rate.

SECTION D

Any employee called in to duty on his off time or vacation shall be paid at one and one half (1-1/2) times his hourly rate with a guaranteed minimum of two (2) hours pay at that rate.

ARTICLE IV

MODE OF COMPENSATION

SECTION A

Base salary and longevity shall be payable bi-weekly in combination and subject to all pension benefits and deductions.

SECTION B

Education, clothing, holiday, and detective stipends shall be paid by distinct and separate checks in accordance with provisions in appropriate ARTICLES and SECTIONS of this agreement.

ARTICLE V

SALARIES

SECTION A

Annual salaries and wages of full time lieutenants, sergeants, and patrolmen of the TOWNSHIP Police Department shall be at the amounts as herein delineated. Said salaries shall be for the calendar years 1987, 1988, and 1989 and are set forth at their annual rate payable bi-weekly on and to be effective January 1, 1987, January 1, 1988, and January 1, 1989, respectively.

TITLE	1987	1988	1989
(A) Lieutenants	\$39,316	\$41,478	\$43,759
(b) Sergeants	37,133	39,175	41,330
(c) Patrolmen			
Grade I	\$34,222	\$36,104	\$38,090
✓ Grade II	32,848	34,655	36,561
✓ Grade III	30,964	32,667	34,464
✓ Grade IV	28,605	30,178	31,838
✓ Grade V	25,776	27,194	28,690
✓ Probationary	24,047	25,370	26,765

SECTION B

Detectives shall be paid at the rate of one and a half (1-1/2) times their regular hourly rate for all over-time work, in keeping with ARTICLE III, SECTION B, or \$2,200.00 per contract year, whichever shall be the greater.

ARTICLE VI

SECTION A

LONGEVITY

In addition to salaries and other benefits listed herein, all members shall receive longevity pay yearly, equal to two percent (2%) of said members annual base salary for each four (4) years of continuous employment.

ARTICLE VII

SECTION A

HOLIDAYS

Each member shall be paid for fourteen (14) holidays per year payable in one lump sum equal to one hundred sixty eight (168) times the member's regular hourly rate. This compensation will be paid to all members without regard to the actual number of holidays worked. It is understood and accepted by all members that the present work schedule is fair and impartial and that some members will work more holidays than other members in any given year.

SECTION B

NO 8
YES 6
The holidays observed are as follows:

- | | |
|-----------------------------|----------------------------------|
| ✓ (1) New Years Day x | ✓ (2) Good Friday x |
| ✓ (3) Easter Sunday x | ✓ (4) Memorial Day x |
| (5) Independence Day x | (6) Labor Day ✓ (X) |
| (7) Veterans' Day ✓ (X) | (8) Thanksgiving Day ✓ (X) |
| (9) Christmas Day ✓ (X) | ✓ (10) Washington's Birthday x |
| ✓ (11) Lincoln's Birthday x | (12) Columbus Day ✓ (X) |
| (13) Election Day ✓ (X) | ✓ (14) Martin L. King's Birth. x |

SECTION C

Holiday pay will be payable in two (2) equal installments payable June 1 and December 1 of each year.

ARTICLE VIII

EDUCATION INCENTIVE

SECTION A

Subject to the limitations set forth in this ARTICLE, all members, in addition to the salaries and other benefits incorporated in this agreement, shall be entitled to receive in each calendar year, the sum of Twenty dollars (\$20.00) for each credit-hour accumulated and satisfactorily completed in a recognized institution of higher education leading to a degree in Criminal Justice, Law Enforcement, or Police Science. All credits accumulated up to and including the fall semester of the year will be eligible for payment. Proper certification from the institution attended, setting forth the number of credit-hours earned along with evidence of passing grades must be presented to the Chief of Police by January 31 of the following year to be eligible for payment.

SECTION B

All personnel appointed full time members will be entitled to all benefits of this ARTICLE in accordance with the following:

(1) From initial appointment to the end of the probation year of service- NO COMPENSATION

(2) From the end of one (1) year of service (probation) to the completion of two (2) years of service

15 CREDIT-HOURS (maximum)

(3) From the completion of two (2) years of service to
the completion of three (3) years of service

30 CREDIT-HOURS (maximum)

(4) From the completion of three (3) years of service to
the completion of four (4) years of service

45 CREDIT-HOURS (maximum)

(5) From the completion of four (4) years of service

ALL ACCUMULATED CREDIT-
HOURS

SECTION C Maximum allowable credits under this program shall not exceed sixty seven (67) credits or the total number of credits required for an Associate Degree, whichever shall be less.

SECTION D Upon earning a Bachelor Degree in the field of Criminal Justice, Law Enforcement, or Political Science, each member shall receive an additional \$850.00 per year payable in the manner prescribed in this ARTICLE.

SECTION E Education incentive for all accumulated credits allowable under this ARTICLE shall be paid by distinct and separate check in accordance with previous established practice.

SECTION F In no way will a member's participation in this program relieve him of his obligation to his duties and to the TOWNSHIP Police Department. All members will be expected to fulfill their duties, comply with all rules and regulations of the department, and to participate in and complete all in-service training programs conducted by the TOWNSHIP Police Department. Failure to meet any and all of these obligations will result in the member's suspension from participation in this program. Any member so accused will be granted a fair and proper hearing with respect to this program based upon testimony taken and factual evidence presented.

ARTICLE IX

UNIFORMS AND EQUIPMENT

SECTION A

All newly appointed members shall be supplied a complete issue of uniforms and equipment designated by the Chief of Police to be initial issue which shall be supplied at the expense of the TOWNSHIP. This issue shall include all necessary clothing and equipment required for basic training.

SECTION B

Any addition or change in the uniform or equipment approved by the Chief of Police shall be deemed to be original issue and shall be provided to all members at the expense of the TOWNSHIP.

SECTION C

All members shall receive after one (1) year of service, a yearly allowance for the upkeep of clothing and equipment and for the replacement of worn clothing and equipment. This allowance shall be as follows:

1987	1988	1989
\$1150	\$1250	\$1350

SECTION D

The yearly Uniform and Equipment allowance shall be paid by distinct and separate check in accordance with previous established practice.

ARTICLE X

VACATIONS

SECTION A

An annual vacation shall be provided for each and every full-time member with full pay.

SECTION B

The status of each member with respect to annual vacation credits shall be determined on the anniversary date of each member's appointment as a full-time member of the TOWNSHIP POLICE DEPARTMENT.

SECTION C

The vacation period for each year shall be in accordance with the following:

- (1) During the probationary year one (1) week vacation.
- (2) From the completion of (1) year of service (probation) to the completion of five (5) years of service- three (3) weeks vacation each year.

(3) From the completion of five (5) years of service to to the completion of ten (10) years of service - four (4) weeks vacation each year.

(4) From the completion of ten (10) years of service to the completion of fifteen (15) years of service- five (5) weeks vacation each year.

(5) From the completion of fifteen (15) years of service to the completion of twenty (20) years of service- six (6) weeks vacation each year.

SECTION D A vacation shall consist of five (5) working days.

SECTION E All vacation periods shall be subject to the approval of the Chief of Police who shall be responsible for the preparation of the vacation schedule. The Chief of Police shall have full authority to limit the number of members on vacation at any one time.

SECTION F Vacation periods shall be scheduled on the basis of seniority.

SECTION G All vacation days in excess of fifteen (15) days to which a member is entitled shall expire on the anniversary date of the year immediately following the year in which said vacation days become due. In the event a member fails or neglects to accept these vacation days, it shall be deemed that he has waived any and all rights to these days.

SECTION H Upon the death, retirement, or termination of employment for any reason, there shall be paid to said member or his estate, a sum equal to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the death, retirement, or termination occurs and any vacation leave which may have been carried over from the preceding calendar year.

ARTICLE XI

HEALTH AND LIFE BENEFITS

SECTION A

The TOWNSHIP shall provide for and pay all premiums in connection with the following benefits for each member of his family:

(1) HEALTH AND MEDICAL BENEFITS

(a) A comprehensive Blue Cross and Blue Shield Policy in accordance with the State Health Plan.

(b) A comprehensive major medical policy.

(2) DENTAL HEALTH BENEFIT

(a) A dental health plan providing for the following minimum benefits as provided by Canada Life Ins. Company in the policy agreement with the TOWNSHIP or its equivalent.

a-1 Preventive and Diagnostic - 100%

a-2 Basic - 90/10

a-3 Prothodontic - 70/30

a-4 Deductible - None

a-5 Maximum per patient per year - \$1,500.00

a-6 All pre-existing conditions - Full Coverage

(b) The following additional benefits

b-1 Special Orthodontic, \$1,000.00 maximum per case - 50/50

b-2 Surgical Periodontal - 90/10

(3) PRESCRIPTION DRUG BENEFIT

(a) A prescription drug plan that provides a \$2.00 co-pay with the remainder of cost to be covered by the prescription program, including contraceptives.

(4) EYE GLASS CARE

(a) A vision care plan as provided by Vision Service Plan entitled "Group Vision Care Plan".

(5) LIFE INSURANCE BENEFITS

(a) A life insurance policy equal to three (3) times the members annual salary.

(6) CONTINUING COVERAGE

(a) Adoption of provisions of Chapter 88, P.L. 1974 whereby the TOWNSHIP will pay the cost of continuing coverage of benefits delineated in ARTICLE XI, SECTIONS A1 thru A5 for pensioners and their dependents.

(b) In the event of the death of an employee, the TOWNSHIP will pay the cost of Continuing ARTICLE XI, SECTIONS A1 thru A4 coverage for his surviving spouse, until he/she remarries, and dependents as would be applicable had the deceased continued in active employment.

(7) LONG TERM DISABILITY

(a) A long term disability plan as supplied by Canada Life Insurance Company or its equivalent.

(8) SHORT TERM DISABILITY

(a) A short term disability plan as supplied by Life Insurance Company of North America or its equivalent.

(9) SICK TIME

(a) All members shall be entitled to sick days with the following limitations

a-1 All members shall be entitled to accumulate one and one-quarter (1-1/4) working days of sick leave with pay for each completed month of service. The sick leave is to be used only in times of illness.

a-2 Credit for service prior to this agreement shall be based upon records maintained by the Chief of Police.

a-3 Upon retirement or permanent separation from service, a member shall be entitled to one-half (1/2) straight time rate for each day of unused sick leave he has accumulated at the time of retirement or termination up to a maximum of 200 days.

This provision shall not apply to any member who shall be discharged from the Police Department as a result of having committed a crime or having been removed through an action in the Superior Court related to having committed a crime.

ARTICLE XII

PERSONAL LEAVE

SECTION A

All members shall be entitled to personal leave in accordance with the following provisions:

(1) MARRIAGE - Five (5) working days

(2) DEATH IN FAMILY

(a) Death of father, mother, grandmother, grandfather, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or any relative living in the household with the member - from the day of death until the day after burial, inclusive

(b) Death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the member's household, or grandparents of spouse - day of burial only.

(c) Exceptions to this rule may be made when the deceased is buried in another city and the member would be unable to return in time for duty with the leave granted. The Chief of Police shall also have full authority to grant special consideration in unusual cases not covered by the above.

(3) PERSONAL REASON DAYS

(a) In unusual or emergent circumstances, the Chief of Police may, at his discretion, grant additional days off to individual members with no loss in pay or infringement on other benefits.

ARTICLE XIII

TERMINAL LEAVE

SECTION A

Upon application for retirement, an employee shall receive ninety (90) working days terminal leave with full wages and benefits. Terminal leave shall commence ninety (90) working days prior to the effective date of retirement and the employee shall not be required to report for, or to perform, any police duties during this period.

ARTICLE XIV

LIABILITY PROVISIONS

SECTION A

Whenever any civil action is brought against any employee covered by this Agreement for the employee's reliance on a warrant executed by a judicial officer, the TOWNSHIP of East Hanover shall defray all costs of defending such action, if any, including attorneys' fees, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

ARTICLE XV

BASE SALARY ADJUSTMENT

SECTION A

For the last three (3) years prior to a member's planned retirement under the pension system a member may at his request have the total of all compensation, save clothing allowance, payable bi-weekly in equal amounts and be considered the base salary for pension purposes.

ARTICLE XVI

SEPARABILITY AND SAVINGS

SECTION A

In the event that any provision of this agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XVII

TOTAL AGREEMENT

SECTION A

Notwithstanding any other agreements previously in effect, the foregoing constitutes the entire Agreement between the parties and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties in writing and annexed hereto and designed as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE XVIII

TERM

SECTION A

This agreement shall be in full force and effect from January 1, 1987 through December 31, 1989. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the expiration of the agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify this agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have fifteen (15) days from receipt of such changes to furnish its own proposals to the other party.

IN WITNESS THEREOF, the parties have caused to be affixed hereto, the signatures of their duly authorized representatives on the day and year first above written.

EAST HANOVER POLICEMAN'S
BENEVOLENT ASSOCIATION
LOCAL NUMBER 227

BY: 

BY: 

MAYOR AND TOWNSHIP
COMMITTEE OF THE
TOWNSHIP OF EAST HANOVER

BY:  Mayor

ATTEST

BY:  Town Clerk